

EXHIBITS

1. Class Action Complaint for Damages and Injunctive Relief, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, Inc., Defendants, Civil Action File No. 2003-RCCV-728, July 21, 2003
2. Transcript of Deposition of Mattison R. Verdery, C.P.A., P.C., September 29, 2003
3. Plaintiff's Brief in Support of Motion for Class Certification, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, November 13, 2003
4. Amended Class Action Complaint for Declaratory and Injunctive Relief and Damages, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, November 13, 2003
5. Brief of Defendants Staples, Inc. and Quick Link Information Services, LLC in Support of Motion for Summary Judgment, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, November 21, 2003
6. Plaintiff's Brief in Opposition to Defendant's Motion for Summary Judgment and in Support of Plaintiff's Cross-Motion for Partial Summary Judgment, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, January 9, 2004
7. Reply Brief of Defendants Staples, Inc. and Quick Link Information Services, LLC in Support of Motion for Summary Judgment and in Response to Plaintiff's Cross-Motion for Summary Judgment, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, February 10, 2004

8. *Plaintiff's Brief in Reply to Defendant's Response to Plaintiff's Cross-Motion for Summary Judgment*, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, February 16, 2004
9. *Order*, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, March 24, 2004
10. *Transcript of Hearing on Application for Temporary Restraining Order*, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, April 27, 2004
11. *Order Compelling Discovery*, Superior Court of Richmond County, State of Georgia, Mattison R. Verdery, C.P.A., P.C., individually and on behalf of all persons and entities similarly situated, Plaintiffs, v. Staples, Inc. and Quick Link Information Services, LLC, Defendants, Civil Action File No. 2003-RCCV-728, April 5, 2004

EXHIBIT 1

SUPERIOR COURT OF RICHMOND COUNTY
STATE OF GEORGIA

MATTISON R. VERDERY, C.P.A, P.C.,
individually and on behalf of all persons and
entities similarly situated,

Plaintiffs,

v.

STAPLES, INC. and QUICK LINK
INFORMATION SERVICES, INC.

Defendants

Civil Action No. 2003-ACCV-728

CLASS ACTION FOR DAMAGES
AND INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

INTRODUCTION

1. The named plaintiff herein, Mattison R. Verdery, C.P.A., P.C. ("Plaintiff"), by counsel, brings this action individually and on behalf of a class of all persons and entities similarly situated (the "Plaintiff Class," and with Plaintiff sometimes collectively referred to as "Plaintiffs") for monetary and injunctive relief against the defendants for their knowing and willful violation of the Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227(b)(1) ("TCPA"), and its implementing regulations, 47 C.F.R. § 64.1200(a)(3). This federal scheme prohibits, and creates a private right of action for monetary and injunctive relief to redress, the sending of unsolicited advertisements to a person or business by facsimile ("fax"). To carry out its purpose, the TCPA explicitly vests state courts with exclusive subject matter jurisdiction over the causes of action it creates.

2. During March 2003, the defendants sent an unsolicited fax advertisement to the Plaintiff and to members of the Plaintiff Class. The defendants did not have prior express permission to send the unsolicited fax advertisement to the Plaintiffs, and each and every such

fax advertisement violated the TCPA.

PARTIES; JURISDICTION

3. The Plaintiff is a Georgia professional corporation having its principal place of business in Richmond County, Georgia.

4 Upon information and belief, defendant Staples, Inc. ("Staples") is a Delaware corporation and has its principal place of business located at 500 Staples Drive, Framingham, Massachusetts 01702. Staples is registered to transact business, and does transact business in the State of Georgia by and through, among other things, its retail operations located throughout the State, including in Richmond County, and the website "Staples.com" by which it markets and solicits sales of, and does sell, office products to residents of this State via the Internet. Staples maintains a registered office in Georgia at 180 Cherokee Street, N.E., Marietta, Georgia 30060, and may be served with process pursuant to O.C.G.A. § 14-2-1510 by service upon its registered agent, Corporation Process Co., at said address. Staples owns and operates the website "Staples.com."

5. Upon information and belief, defendant Quick Link Information Services, LLC ("Quick Link," and together with Staples, the "Defendants") is a Connecticut limited liability company with its principal place of business located at 131 Commercial Parkway, Branford, Connecticut 06405.

6. This Court has subject matter jurisdiction over this action, and venue is proper pursuant to O.C.G.A. § 9-10-93.

7. This Court has personal jurisdiction over the defendant Quick Link pursuant to O.C.G.A. §§ 9-10-90 et seq., the Georgia Long Arm Statute. Quick Link is a corporation not organized or existing under the laws of Georgia and is not authorized to do or transact business

in this State, and therefore constitutes a "nonresident" pursuant to the Georgia Long Arm Statute. The allegations herein relate to Quick Link's tortious conduct originating outside the State of Georgia and causing injury within the State, to wit trespass and damage to personal property of the Plaintiff and other members of the Plaintiff Class residing in this State. In addition, through a persistent course of conduct, to wit the repeated transmittal of unsolicited fax advertisements into the State of Georgia, Quick Link has transacted business in, and is therefore subject to personal jurisdiction in, this State.

THE TCPA

8. The Plaintiffs bring this suit under the TCPA, 42 U.S.C. § 227(b)(1)(C), which provides that "[i]t shall be unlawful for any person within the United States to use any telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine." The TCPA, 42 U.S.C. § 227(b)(3), further provides a private right of action exclusively in state court, as follows:

A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State, (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation, (B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or (C) both such actions.

Moreover, the TCPA also provides for treble damages. "If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph." *Id.*

9. The federal regulations implementing the TCPA similarly provide that no person may "[u]se a telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine." 47 C.F.R. § 64.1200(a)(3).

10. By sending unsolicited fax advertisements to the Plaintiff and each member of the Plaintiff Class, the Defendants willfully or knowingly violated the TCPA and its implementing regulations. Accordingly, the Defendants are liable jointly and severally, for at least \$500, and up to \$1,500, for each of their unsolicited fax advertisements to the Plaintiffs.

FACTUAL BACKGROUND

11 The Plaintiff is a professional corporation providing accounting services to the general public from its business location at 3540 Wheeler Road, Suite 207, Augusta, Georgia 30909. The Plaintiff's sole shareholder and principal, Mattison R. Verdery, is a certified public accountant.

12. In communicating with and providing accounting services to its clients, the Plaintiff employs and relies upon telecommunications devices including a telephone and fax machine.

13. From approximately 1993 to present, the Plaintiff has maintained the following telephone number for use by a fax machine: 706-733-1863. From this telephone number, Plaintiff both sends and receives faxes to and from clients and third parties.

14. Defendant Quick Link is a fax service bureau providing direct fax advertising and other marketing services to its clients. On its website, "www.quick-link.com," Quick Link describes its broadcast fax service as follows:

Quick Link's broadcast fax service can deliver your message to all of your customers, members, organizations, and subscribers to unlimited fax equipped

locations worldwide. We provide your recipients with the time sensitive information they need instantly. Quick Link can combine text, graphics, and even merge any information contained in your database on the fax, providing a powerful personalized message. (See excerpt from Quick Link's website, attached as Exhibit "A" to this Complaint.)

15. Defendant Staples owns and operates the website "Staples.com," through which it markets and sells office products to the general public.

16. In late March 2003, the Plaintiff received an unsolicited fax advertisement (the "Fax") sent by defendant Quick Link on behalf of defendant Staples. A true copy of the Fax is attached as Exhibit "B" to this Complaint.

17. Upon information and belief, defendant Quick Link, on behalf of defendant Staples, transmitted the Fax to members of the Plaintiff Class, numbering possibly in the thousands.

18. The Fax constitutes a 2 page advertisement for office products sold by defendant Staples. On the bottom of both pages, the Fax invites recipients to "CALL 1-800-333-3330," which is Staples' main customer order telephone number for Staples. Also on the bottom of each page, the fax invites recipients to "CLICK www.staples.com," a website owned and operated by Staples where customers can search and purchase products sold by Staples.

19. On the bottom of page 1, the Fax instructs recipients "[i]f you wish to be removed from our fax list, please write 'remove' on this document and fax it back toll free to 1-800-543-5055." Based upon information obtained through an investigation by Plaintiffs' counsel, the "removal" telephone number on the Fax belongs to defendant Quick Link.

20. Each and every transmission of unsolicited fax advertisements by the Defendants,

including the Fax, constitutes a trespass causing injury to personal property belonging to members of the Plaintiff Class, including without limitation the unlawful use and depletion of class members' toner, ink, ribbon cartridge and other electronic reproduction supplies, electricity, paper and other consumables, as well as causing unnecessary wear and tear on class members' fax machines.

21. Each and every transmission of unsolicited fax advertisements by the Defendants, including the Fax, constitutes a nuisance to members of the Plaintiff Class in that, among other things, such faxes result in the loss of employee time required to remove the faxes from the fax machines, review and discard them, the temporary loss of use of class members' fax machines and telephone fax lines, annoyance and aggravation.

22. Each and every transmission of unsolicited fax advertisements by the Defendants, including the Fax, constitutes the wilful and intentional conversion of personal property belonging to members of the Plaintiff Class, including without limitation toner, ink, ribbon cartridge and other electronic reproduction supplies, electricity, paper and other consumables.

CLASS ALLEGATIONS

23. The Plaintiff brings this class action pursuant to O.C.G.A. § 9-11-23 on behalf of all individuals or entities who, during the period July 21, 1999 through the present and continuing, have received one or more unsolicited fax advertisements, including the Fax, sent by either of the Defendants or any other party advertising the commercial availability of office products sold by defendant Staples. The Defendants, members of the immediate family of the Defendants, any entity in which a Defendant has a controlling interest, and all legal representatives, heirs, successors or assigns of any such party are excluded from the Plaintiff Class.

24. There are believed to be more than 10,000 persons who are members of the Plaintiff Class. Pursuant to O.C.G.A. § 10-5-14(i), the members of the Plaintiff Class are conclusively so numerous as to make it impracticable to bring all of them individually before the Court.

25. There are common questions of law and fact involved in this action, and common relief is sought by members of the Plaintiff Class. The issues which are common among claims of the members of the Plaintiff Class predominate over any individual issues. Among the questions of law and fact common to the Plaintiff Class are:

(a) whether the Fax constitutes an unsolicited fax advertisement pursuant to the TCPA;

(b) whether the Defendants violated the TCPA by sending unsolicited fax advertisements, including the Fax, to the Plaintiffs;

(c) whether the Defendants are liable to the Plaintiffs in the amount of \$500 for each unsolicited fax advertisement sent by the Defendants;

(d) whether the Defendants willfully or knowingly violated the TCPA by sending unsolicited fax advertisements, including the Fax, to members of the Plaintiff Class, and are therefore liable to the Plaintiffs in the amount of \$1,500 for each unsolicited fax advertisement sent;

(e) whether the Defendants' conduct constitutes trespass to property, for which the Defendants are liable to the Plaintiffs;

(f) whether the Defendants' conduct constitutes common law nuisance, for which the Defendants are liable to the Plaintiffs;

(g) whether the Defendants have acted in bad faith, been stubbornly litigious or

have caused unnecessary expense and trouble to members of the Plaintiff Class, and are therefore liable for their attorneys' fees and expenses of litigation; and

(h) whether the Defendants have shown willful misconduct, malice, fraud, wantonness, oppression and that entire want of care which would raise the presumption of conscious indifference to the consequences of their actions, and are therefore liable to the Plaintiffs for punitive damages.

26. The claims of the named Plaintiffs are typical of the claims of the members of the Plaintiff Class

27. The requirements of O.C.G.A. § 9-11-23 for bringing and maintaining the claims of the Plaintiff and members of the Plaintiff Class as a class action are satisfied.

COUNT I
STATUTORY DAMAGES FOR VIOLATION OF TCPA

28. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-27 as set forth herein.

29. The Fax transmitted by the Defendants to the Plaintiffs constitutes an "unsolicited advertisement," as defined by the TCPA, 47 U.S.C. § 227(a)(4): "any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission." The Fax advertised the commercial availability of office products sold by the defendant Staples.

30. Neither the Plaintiff nor the members of the Plaintiff Class expressly invited or gave the Defendants prior express permission to send the Fax or the advertisements contained therein.

31. By their conduct, the Defendants violated the TCPA, which prohibits the sending of unsolicited fax advertisements. 47 U.S.C. § 227(b)(1)(C). Accordingly, the Defendants are

liable to the Plaintiff and each member of the Plaintiff Class in the statutory amount of \$500 for each Fax and other unsolicited fax advertisement sent. 47 U.S.C. § 227(b)(3)(B).

COUNT II
STATUTORY TREBLE DAMAGES FOR VIOLATION OF TCPA

32. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-31 as set forth herein.

33. Pursuant to the TCPA, if either of the Defendants "willfully or knowingly" sent unsolicited fax advertisements, the Court may increase the statutory penalty up to the amount of \$1,500 per unsolicited fax advertisement sent. 47 U.S.C. § 227(3)(C).

34. Defendant Quick Link is, by its own description, a fax service bureau whose primary business includes the "broadcasting," or transmitting repeatedly to multiple locations, by fax machine, computer or other device, faxes of a commercial nature on behalf of its advertising clients. In the ordinary conduct of its business, Quick Link willfully and knowingly sends fax advertisements to individuals or businesses who have neither expressly invited such faxes nor provided Quick Link or its client with express prior permission to send such advertisements.

35. Either of both of the Defendants knew that the Plaintiffs did not expressly invite the Fax and did not give the Defendants prior express permission to transmit fax advertisements to them, and therefore knew that the Fax was an unsolicited fax advertisement within the meaning of the TCPA.

36. The repeated transmission of the Fax to the Plaintiff and members of the Plaintiff Class was intentional and not accidental, and therefore willful.

37. Accordingly, the Defendants are liable to the Plaintiff and to each member of the Plaintiff Class, jointly and severally, in the statutory treble damage amount of \$1,500 for each Fax and other unsolicited fax advertisement sent. 47 U.S.C. § 227(3)(C).

COUNT III
STATUTORY CLAIM FOR INJUNCTIVE RELIEF

38. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-37 as set forth herein.

39. In addition to monetary damages, the TCPA provides for injunctive relief to enjoin violations of its provisions. 47 U.S.C. §§ 227(3)(A), (C).

40. By their conduct, the Defendants have willfully and knowingly violated the provisions of the TCPA by sending the Fax to the Plaintiff and members of the Plaintiff Class, who neither invited, nor gave their prior express permission to receive, the Fax.

41. Accordingly, the Defendants should be temporarily and permanently enjoined from sending any unsolicited fax advertisements to the Plaintiff and members of the Plaintiff Class, and to any persons or entities, in the future.

COUNT IV
DAMAGES FOR TRESPASS TO PERSONAL PROPERTY

42. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-41 as set forth herein.

43. The Defendants' transmission of the Fax and other unsolicited fax advertisements to the Plaintiffs constitutes trespass to personal property in violation of applicable state laws, including without limitation O.C.G.A. § 51-10-3, for which the Defendants are liable to the Plaintiff and members of the Plaintiff Class for all damages caused thereby, including without limitation: (i) the unlawful use and depletion of class members' toner, ink, ribbon cartridge and other electronic reproduction supplies, electricity, paper and other consumables; and (ii) unnecessary wear and tear on class members' fax machines.

44. Accordingly, the Defendants are liable to the Plaintiffs for all damages suffered as

a result of the Defendants' conduct, in an amount to be shown at trial.

COUNT V
DAMAGES FOR CONVERSION OF PERSONAL PROPERTY

45. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-44 as set forth herein.

46. The Defendants' transmission of the Fax and other unsolicited fax advertisements to the Plaintiffs constitutes the conversion of personal property in violation of applicable state laws, including without limitation O.C.G.A. § 44-12-150 et seq., for which the Defendants are liable to the Plaintiff and members of the Plaintiff Class for all damages caused thereby, including without limitation: (i) the unlawful use and depletion of class members' toner, ink, ribbon cartridge and other electronic reproduction supplies, electricity, paper and other consumables; and (ii) unnecessary wear and tear on class members' fax machines.

47. Accordingly, the Defendants are liable to the Plaintiffs for all damages suffered as a result of the Defendants' conduct, in an amount to be shown at trial.

COUNT VI
DAMAGES FOR NUISANCE

48. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-47 as set forth herein.

49. The Defendants' transmission of the Fax and other unsolicited fax advertisements to the Plaintiffs constitutes a nuisance pursuant to applicable state laws, including without limitation O.C.G.A. § 41-1-1 et seq., for which the Defendants are liable to the Plaintiff and members of the Plaintiff Class for all damages suffered by them, including without limitation: (i) the unlawful use and depletion of class members' toner, ink, ribbon cartridge and other electronic reproduction supplies, electricity, paper and other consumables; (ii) unnecessary wear

and tear on class members' fax machines; (iii) loss of employee time required to remove the faxes from class members' fax machines, review and discard them; (iv) temporary loss of use of class members' fax machines and telephone fax lines; and (v) annoyance and aggravation.

50. Accordingly, the Defendants are liable to the Plaintiffs for all damages suffered as a result of the Defendants' conduct, in an amount to be shown at trial.

COUNT VII **PUNITIVE DAMAGES**

51. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-50 as set forth herein.

52. By their actions alleged herein, the Defendants have shown willful misconduct, malice, fraud, wantonness, oppression and that entire want of care which would raise the presumption of conscious indifference to the consequences of their actions.

53. As a result of the Defendants' aforesaid conduct, the Plaintiff and members of the Plaintiff Class are entitled to recover from the Defendants punitive or exemplary damages necessary to punish and deter them from such conduct in the future, said damages to be in an amount determined at trial by the enlightened conscious of the jury.

COUNT VIII **ATTORNEYS' FEES**

54. The Plaintiffs hereby incorporate all of the allegations of paragraphs 1-53 as set forth herein.

55. By their actions alleged herein, the Defendants have acted in bad faith, been stubbornly litigious and have caused unnecessary expense and trouble to the Plaintiff and members of the Plaintiff Class.

56. As a result of the Defendants' aforesaid conduct, the Plaintiffs are entitled to

recover from Defendants the expenses of litigation in this action, including court and litigation costs and attorneys' fees pursuant to O.C.G.A. § 13-6-11.

JURY DEMAND

The Plaintiffs hereby demand a trial by jury of this matter.

PRAYER FOR RELIEF

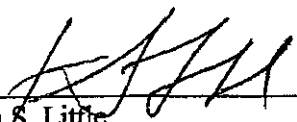
WHEREFORE, the Plaintiffs demand a trial by jury, judgment, and such other and further relief as law and equity may require against the Defendants and each of them, jointly and severally, as follows:

- (a) awarding the Plaintiff and each member of the Plaintiff Class statutory damages under the TCPA in the amount of \$500 for each unsolicited fax advertisement sent by the Defendants;
- (b) awarding the Plaintiff and each member of the Plaintiff Class statutory treble damages in the amount of \$1,500 for each unsolicited fax advertisement sent by the Defendants;
- (c) awarding trespass damages to the Plaintiff and members of the Plaintiff Class, in an amount to be proven at trial;
- (d) awarding conversion damages to the Plaintiff and members of the Plaintiff Class, in an amount to be proven at trial;
- (e) awarding nuisance damages to the Plaintiff and members of the Plaintiff, in an amount to be proven at trial;
- (f) temporarily and permanently enjoining the Defendants from transmitting future unsolicited fax advertisements in violation of the TCPA;
- (g) awarding the Plaintiff and the Plaintiff Class their costs of litigation and reasonable attorneys' fees pursuant to O.C.G.A. § 13-6-11;

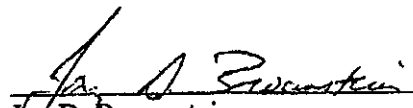
- (h) awarding the Plaintiff and the Plaintiff Class punitive or exemplary damages in an amount determined by the enlightened conscious of the jury;
- (i) awarding the Plaintiffs all costs of this action; and
- (j) granting such other and further relief as the Court may deem just and proper.

Submitted this 21st day of July, 2003.

KEVIN S. LITTLE, P.C.


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Counsel for Plaintiffs

STATE OF GEORGIA

COUNTY OF RICHMOND

PERSONALLY APPEARED before me, an officer duly authorized by law to administer oaths, Mattison R. Verdery, who after first being duly sworn, states that the facts contained in the within and foregoing complaint are true and correct except as to the statements made on information and belief, which statements he believes to be true and correct .



Mattison R. Verdery

Sworn to and subscribed before me
this 22nd day of July, 2003.

Notary Public

Commission Expires:

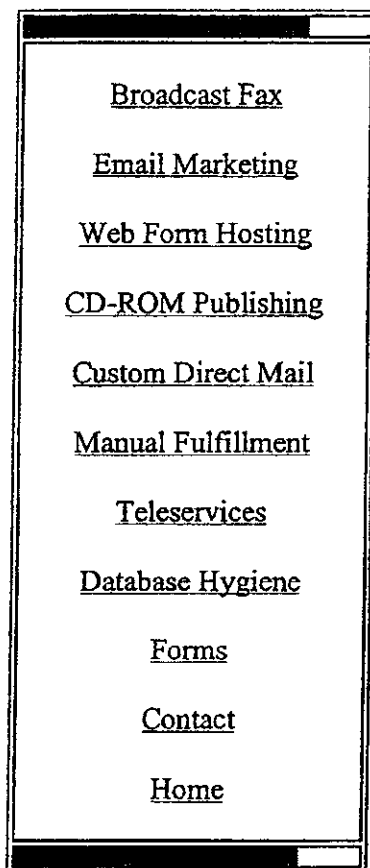


EXHIBIT A

Quick Link Information Services™ Inc.



...the power of information technology



Broadcast Fax

Quick Link's broadcast fax service can deliver your message to all of your customers, members, organizations, and subscribers to unlimited fax equipped locations worldwide. We provide your recipients with the time sensitive information they need instantly. Quick Link can combine text, graphics, and even merge any information contained in your database on the fax, providing a powerful personalized message.

Quick Link will not send unsolicited faxes and does not sell or rent databases. We recognize the challenges of today's professional marketplace, and provide an inexpensive method of communication and customer relations management. Fax has become the direct mail alternative eliminating the printing, postage and fulfillment costs. A faxed document also has a sense of urgency when it arrives, receiving priority over other mediums. Personalized faxed promotions receive high response rates with unrivaled ROI, improving your cash flow and cost per order.

[Broadcast Fax Information and Guidelines](#)

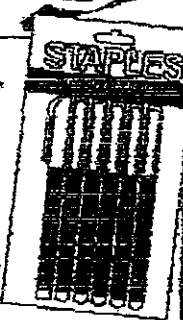
EXHIBIT A

EXHIBIT B

15 SAVINGS DAYS EXTRAVAGANZA

Great Price!
99¢
Pack
STAPLES
Pen-Style Highlighters

- Chisel tip
 - Roll-roll barrel
 - Bright, fluorescent colors
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Great Price!
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Pack
STAPLES
3" x 5" Wirebound Memo Books

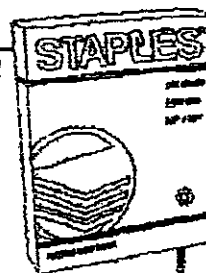
- Topbound
 - Assorted cover colors
 - 75 Sheets/Book
 - 3-Pack
- (No. 188864-31)



ONLY 249
Ream
Reg. 3.49

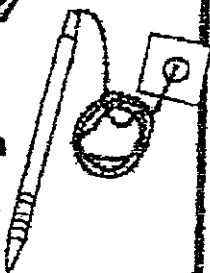
STAPLES
Copy Paper

- 20-lb. paper with 84 brightness
 - 8 1/2" x 11"
 - 10% post-consumer content
 - 500 Sheets/Ream
- (No. 136865-31)
*Limit 10 per customer.



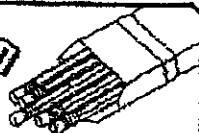
Great Price!
99¢
Each
STAPLES
Anchor Pen

- Adhesive base sticks to any clean, flat surface
 - 24" chain
 - Available
- (No. 690480-31)



Great Price!
99¢
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STAPLES
WEEBOM Oracle® #2 Pencils

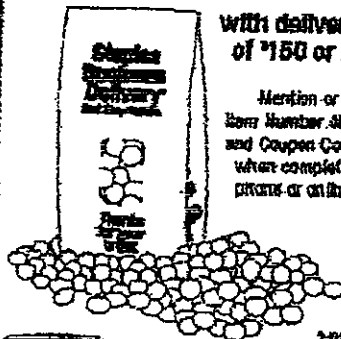
- Real Wood for easy sharpening
 - Quality pink eraser
 - 12-Pack
- (No. 499382-31)



FREE candy-coated chocolates

with delivery order of \$150 or more*.

Mention or enter Item Number 484485-31 and Coupon Code 20117 when completing your print or online order.



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Staples Business Delivery
that was easy.



*Offer expires 4/30/02. Limited quantities. Valid only through catalog or online. Limit one per customer, non-transferable. Minimum purchase requirement of \$150 must be met with purchases to which no other coupon or instant savings offer applies and cannot be met through purchase of downloadable software, services or gift cards or with purchases made on Business Service Provider or Custom Printing Service Provider Web Sites. No cash/credit back. Not valid on prior purchases. Tax and shipping not included in calculating minimum purchase. If the featured gift item is out of stock, Staples reserves the right to offer a substitute item of equivalent value.

CALL 1-800-333-3330

CLICK www.staples.com

page 1 of 2

If you wish to be removed from our fax list, please write "remove" on this document and fax it back toll free to 1-800-543-5055.

17067331863

A

EXHIBIT B

STAPLES Special Buys on office essentials!

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- Includes clear 3 1/2" x 5 1/2"
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- Genuine Italian leather seating surface
- Tilt and control chair controls
- Pneumatic height adjustment
- 3-yr. limited lifetime warranty (No. 451583-31)

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- Formatted for IBM PCs and compatibles
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Air Duster

- 100% carbon-acid formula
- 10-oz. can
- Includes extension tube for quick, precise cleaning
- (No. 453794-31)

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Reg. 44.99

AURORA 18-Sheet Straight-Cut Shredder

- 8 1/2" throat size
- 3-gallon black mesh basket
- Auto on, forward and reverse modes
- 1-year mtb. limited warranty (No. 400307-31)

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Reg. 14.99

Marcell Quilted Paper Towels

- 100% recycled, 60% post-consumer content
- 60 Sheets/Pkt
- 15 Pkts/Pack
- (No. 447889-31)

ONLY 1.49
Reg. 1.99

Economy View Binders

- For 8 1/2" x 11" sheets
- Create your own custom binder
- Crystal clear overlay on front, spine and back cover

Item #	Size	Color	Capacity	Price
629391-31	A	White	100	1.49
520048-31	A	Black	100	1.49

ONLY 119.99
Reg. 129.99

Canon E40 Copier Toner Cartridge

- Delivers approximately 4,000 crisp black-and-white copies

Your Machine's Model

Model	Cartridge #	Description	Item #	Price
PC-710, 720, 730, 740, 745	741-8201-750	toner E40	578145-31	119.99
770, 780, 795, 800, 821, 840, 850, 860, 881				

If we're ever out of the ink or toner that you need, we'll get you one fast with free delivery and \$10 off. Or, use the \$10 toward a compatible or remanufactured inkjet or toner cartridge right now.

*Some models may require to have defective or as indicated in the catalog or on the Web site. Offer limit 1 per customer per unit, non-transferable. No cash/paid back. Staples reserves the right to discontinue this program at any time without notice.

Offers expire 4/30/03.

3/03cdm1572x3

CALL 1-800-333-3330

CLICK www.staples.com

page 2 of 2

A

EXHIBIT 2

Page 1

[1] IN THE SUPERIOR COURT FOR THE COUNTY OF RICHMOND
STATE OF GEORGIA

[2]
[3] MATTISON R. VERDERY,)
[4] C.P.A., P.C., INDIVIDUALLY)
AND ON BEHALF OF ALL)
[5] PERSONS AND ENTITIES) CIVIL ACTION
SIMILARLY SITUATED,)
[6]) FILE NO.
Plaintiffs,) 2003-RCCV-728

[7]
vs.)
[8] STAPLES, INC., AND QUICK)
[9] LINK INFORMATION SERVICES,)
INC.,)
[10] Defendants.)

[11]
[12]
[13] DEPOSITION OF
MATTISON R. VERDERY, C.P.A., P.C.

[14]
[15]
[16] September 29, 2003
10:00 a.m.

[17]
[18] 431 Walker Street
Augusta, Georgia

[19]
[20]
[21] Regina W. Hollis, CCR 8-2306, RPR

[22]
[23]
[24]
[25]

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[1] APPEARANCES OF COUNSEL
[2]
[3] On behalf of the Plaintiffs:
[4] KEVIN S. LITTLE, Esq.
431 Walker Street
[5] Augusta, Georgia 30907
[6] On behalf of the Defendants, Staples, Inc., and Quick
Link Information Services, Inc.:

[7] MARK D. LEFKOW, Esq.
[8] Nall & Miller, LLP
235 Peachtree Street, NE, Suite 1500
[9] Atlanta, Georgia 30303-1401
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[1] (Reporter disclosure made pursuant to
[2] Article 8.B. of the Rules and Regulations
[3] of the Board of Court Reporting of the
[4] Judicial Council of Georgia.)
[5]
[6] MR. LEFKOW: This will be the
[7] deposition of Mattison Verdery taken
[8] pursuant to notice and agreement of
[9] counsel. All objections, except as to the
[10] form of the question or responsiveness of
[11] the answer, will be reserved until first
[12] use or at trial. Is that agreeable?
[13] MR. LITTLE: Yes, that is.
[14] MR. LEFKOW: Do you have any opinion
[15] on signature? What do you want to do?
[16] MR. LITTLE: I have not discussed it
[17] with Matt. Let me just mention it to him
[18] now.
[19] (Discussion ensued off the record.)
[20] MR. LITTLE: He will reserve that
[21] right.
[22] MATTISON R. VERDERY, C. P.A., P.C.,
[23] having been first duly sworn, was examined and
[24] testified as follows:
[25] DIRECT EXAMINATION

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[1] them all your information again.
[2] Q: So, that was a way, in your understanding,
[3] to monitor your business activity with Staples?
[4] A: Right.
[5] Q: Prior to receipt of the fax which is at
[6] issue in this litigation, did you ever at any time
[7] ever do anything to sever your relationship with
[8] Staples?
[9] A: No, not that I recall.
[10] Q: Prior to receipt of the facsimile in this
[11] litigation, did you ever do anything to indicate to
[12] Staples that you did not want to receive facsimiles
[13] from Staples?
[14] A: Did I expressly fill out something saying
[15] I didn't want, is that what your question is?
[16] Q: Correct.
[17] A: Not that I recall.
[18] Q: Or did you call Staples and tell them
[19] either in the course of one of your purchases from
[20] Staples or just call them specifically for that
[21] purpose to say I don't want anything faxed to me?
[22] A: Not that I recall.
[23] Q: Approximately how often do you have
[24] business transactions with Staples?
[25] A: Like I said, they are right across the

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[1] street. So probably once — maybe 12 times a year or
[2] so.
[3] Q: And prior to receipt of the facsimile
[4] issued in this litigation, had you done business
[5] transactions with Staples at that rate, 12 times per
[6] year?
[7] A: That's approximate. Probably so. From
[8] the time that they moved — I mean, before that, I
[9] probably used Office Depot because they were the
[10] closest one. So, I don't recall exactly when that
[11] store was built up in there
[12] Q: So, once the store in Augusta opened, the
[13] Staples store, you began doing business with Staples
[14] 12 times per year, correct?
[15] A: Correct, approximate.
[16] Q: And each time you did business with
[17] Staples, you entered a contract with them to purchase
[18] their products in exchange for paying them on a
[19] credit card or by cash, correct?
[20] A: I guess it's a contract. I don't know. I
[21] entered into a transaction with them, yes.
[22] Q: Well, by which you agreed to buy their
[23] product and they agreed to sell you their product,
[24] correct?
[25] A: Yes.

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[1] Q: By giving the personal information, which
[2] we discussed earlier, in connection with the ordering
[3] or the obtaining of your customer number, what did
[4] you understand that Staples would do with that
[5] personal information?
[6] A: Hopefully deliver the merchandise to the
[7] correct address is what I was counting on.
[8] Q: Was there any representation that you
[9] relied on from Staples that that's all they would do
[10] with your personal information which they obtained in
[11] connection with your customer number?
[12] A: I don't recall them giving me a
[13] representation.
[14] Q: And I guess the same series of questions
[15] with respect to the business rewards and the personal
[16] information you gave with respect to the personal —
[17] with respect to the business rewards program. What
[18] did you expect that Staples would do with the
[19] personal information which you provided them in
[20] connection with your business rewards application?
[21] A: Use it as means to accumulate my —
[22] whatever reward I am supposed to get.
[23] Q: And did Staples ever make any
[24] representation to you in connection with your
[25] application for a business rewards membership that

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[1] that would be all that they would do with the
[2] personal information you provided?
[3] A: I don't recall there being a
[4] representation.
[5] Q: Do you recall whether you felt like giving
[6] your fax number or your E-mail or your address or any
[7] of that personal information was required by Staples
[8] for you to make a purchase?
[9] A: Well, for the delivery, it is obvious to
[10] me that they need the address of where to deliver it
[11] to. So, I mean, they needed that.
[12] Q: Did you understand that in order to make a
[13] purchase, you were required to give your fax number?
[14] A: I don't recall if you were required to or
[15] not to be honest. I just don't know.
[16] Q: Have you ever filled out an application in
[17] connection with anything really, I guess, where there
[18] is a space for, like, personal information which you
[19] didn't feel comfortable giving to the person you are
[20] doing business with at the time?
[21] MR. LITTLE: You mean ever in his
[22] whole life?
[23] Q: (By Mr. Lefkow) Whole life, I guess.
[24] A: Sure that I probably have, I guess.
[25] Q: And during those times when you felt